



portion of Matos' application are both accepted by the Commission.

2

2. In response to the MMB's concerns over the lack of a description of legal services provided to Santiago and Rodriguez by Isabel Rdoriguez Bonet,<sup>3</sup> Santiago and Rodriguez tender herewith as Exhibit B a letter from Ms. Rodriguez Bonet providing a narrative of her services and how she arrived at her fee. The MMB also questioned whether or not the \$1000.00 in Culebra transportation costs itemized by Santiago and Rodriguez were actually related to the prosecution of their application. Exhibit C is a Declaration signed by Santiago and Rodriguez where they state under penalty of perjury that the \$1000.00 for transportation to, from and around Culebra were all in furtherance of the prosecution of their FM application.<sup>4</sup>

3. In paragraph 5 of its Comments, the MMB states the Settlement Agreement between Matos and Santiago and Rodriguez refers to two Escrow Agreements. In fact, the Settlement Agreement does not specifically refer to any separate escrow agreements. The only specific references to separate escrow agreements are in the

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<sup>2</sup> Matos' February 1994 amendment proposed a new tower site and was accompanied by channel separation and interference studies as required by the Commission's Rules. The May amendment modified the February amendment by reducing the proposed height of the antenna to 99 feet above ground level. Only those studies affected by the change in antenna height were recalculated and submitted as part of the May amendment. Thus, the Parties believe both the February and May amendments will have to be accepted in order for Matos to be issued a construction permit. See MMB Comments at ¶ 6.

<sup>3</sup> MMB Comments at ¶ 3.

<sup>4</sup> See MMB Comments at ¶ 3.

two Consulting Agreements which were filed with the Commission on July 22, 1994. <sup>5</sup>

4. The MMB argues that the Settlement Agreement cannot be granted because the Consulting Agreements do not require either Santiago or Rodriguez to work a minimum number of hours in consideration of their salaries. Paragraph 3 of each of the Consulting Agreements sets forth the Parties intent that Santiago and Rodriguez each work "approximately 40 hours per month for an hourly salary of Twenty Six Dollars (\$26.00)." Further, paragraph 7 of each Consulting Agreement gives Matos the unilateral right to terminate the Consulting Agreement in the event either Santiago or Rodriguez fails to perform his or her assigned services. <sup>6</sup>

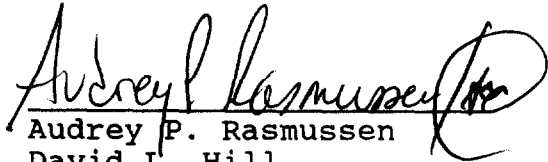
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<sup>5</sup> The executed Escrow Agreements were filed as part of a Supplement to Joint Request for Approval of Settlement filed jointly by the Parties on August 15, 1994.

<sup>6</sup> In addition, the "WHEREAS" clauses of each Escrow Agreement provides that Santiago and Rodriguez will work 40 hours per month in order to receive their respective monthly payments.

5. The Parties respectfully request that this Response and the Exhibits thereto be considered by the Review Board, and made part of the record of this proceeding.

Respectfully submitted,



Audrey P. Rasmussen  
David L. Hill  
**O'CONNOR & HANNAN**  
1919 Pennsylvania Avenue, N.W.  
Suite 800  
Washington, D.C. 20006

Counsel for Lloyd Santiago-Santos &  
Lourdes Rodriguez-Bonet

August 23, 1994



Scott C. Cinnamon  
**BROWN NIETERT & KAUFMAN**  
1920 N Street, N.W.  
Suite 660  
Washington, D.C. 20036

Counsel for Aurio A. Matos

EXHIBIT A

### AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT TO SETTLEMENT AGREEMENT ("Amendment") is made and entered into by and between Aurio A. Matos ("Matos") and Lloyd Santiago-Santos and Lourdes Rodriguez-Bonet ("Santiago and Rodriguez") (collectively the "Parties") on this 16th day of August 1994.

WHEREAS, the Parties had filed mutually-exclusive applications to construct an FM Station to serve the community of Culebra, Puerto Rico, and

WHEREAS, the Parties did enter into a Settlement Agreement dated March 1, 1994 (the "Settlement Agreement"), proposing grant of the Matos application and voluntary dismissal of the Santiago and Rodriguez application, and

WHEREAS, the Settlement Agreement provides that Matos will pay Santiago and Rodriguez \$50,000.00 as reimbursement for their reasonable prosecution expenses in consideration for the voluntary dismissal of their application, and

WHEREAS, the Parties recognize that the Commission may disallow reimbursement of some of the expenses Santiago and Rodriguez have claimed as prosecution expenses, and

WHEREAS, the Settlement Agreement is contingent upon acceptance of an amendment to Matos' application filed on February 7, 1994 (the "February Amendment"), and

WHEREAS, Matos did modify the technical proposal contained in the Matos Amendment by filing a minor further amendment on May 23, 1994, reducing the proposed tower height from 200 feet to 99 feet, (the "May Amendment") and

WHEREAS, the Parties wish to make the Settlement Agreement contingent upon acceptance of both the February and May Amendments (collectively the "Matos Amendments")

NOW, THEREFORE, in consideration of the mutual promises and representations set forth below, and intending to be bound thereby, the Parties hereby agree:

1. Consideration. Matos agrees to pay the sum of Fifty Thousand Dollars (\$50,000.00) to Rodriguez and Santiago as set forth in Section 5 of the Settlement Agreement, or such other lesser sum as the Commission might authorize.

2. Grant of Matos Amendments. The Parties amend the Settlement Agreement such that all references to the "Matos Amendment" contained therein shall be changed to the "Matos Amendments", such that acceptance of both the February and May Amendments shall be a condition precedent to the consummation of the settlement.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be in full force and effect as of the date first written above.

Lloyd Santiago-Santos



AUDIO A. Matos

Lourdes Rodriguez Bonet



IN WITNESS WHEREOF, the Parties hereto have executed this  
Amendment to be in full force and effect as of the date first  
written above.

*Lloyd Santiago Santos*

Lloyd Santiago-Santos

Aurio A. Matos

*Lourdes Rodriguez Bonet*

Lourdes Rodriguez-Bonet

**EXHIBIT B**

LAW OFFICES

*Isabel L. Rodríguez Bonet*

P.O. Box 19917  
Fernández Juncos Sta.  
Sancti Spiritus, P.R. 00910  
Tels. (809) 763-6272  
763-0263

August 10 1994

Audrey P. Rasmussen Esq.  
O'Connor & Hannan  
1919 Pennsylvania Avenue N.W.  
Suite 800  
Washington D.C. 20006-3483

I Whom I May Concern

Re: Culebra FM Station

On June 24-25, 1993 Lourdes Rodríguez and Lloyds Santiago retained my professional services to serve as on advisor and legal consultant for them regarding depositions to be taken in the legal proceeding in the matter of reference. My standard fees are \$125.00 hour office \$150.00 hour court plus expenses. For two (2) day, I was on "stand by" basis at my office available for Mrs. Rodríguez and Mr. Santiago as required. On June 24 and 25 depositions were taken in my office located at 846, Ave. De Hostos, Río Piedras, Puerto Rico.

In addition I was consulted by Mrs. Rodríguez and Mr. Santiago regarding communications send by their attorneys in Washington. Document send were revised under our Civil Code disposition.

As a fact although my invoice come to an amount \$1,700.00 plus \$225.00 for expenses, in consideration to family ties in my sole discretion I forwarded the invoice in the amount \$1,000.00. I'm not able to condone the whole amount for reason that as a sole practitioner, I depend on my work for living and supporting my kids.

Again this past moth of July, Mrs. Rodríguez and Mr. Santiago again requested my services regarding agreements ("consulting") signed. No invoice have being prepared yet.

Sincerely,



ISABEL L. RODRIGUEZ BONET

## EXHIBIT C

1

### DECLARATION

We, Lourdes Rodriguez Bonet and Lloyd Santiago Santos, do hereby state the following:

1. We have reviewed the Exhibit 5 to the Supplement to Joint Request for Approval of Settlement Agreement, filed with the Federal Communications Commission on July 22, 1994 in connection with MM Docket No. 93-89.

2. The amounts listed on Exhibit 5 in connection with trip expenses to Culebra, Puerto Rico are those which have been made relative to the prosecution of the application for the referenced Culebra, Puerto Rico facilities.

3. The facts stated herein are true and correct to the best of our knowledge and belief.

We declare under penalty of perjury that the foregoing is true and correct.

Executed on August 17, 1994.

Lourdes Rodriguez Bonet  
Lourdes Rodriguez Bonet

Lloyd Santiago Santos  
Lloyd Santiago Santos

**CERTIFICATE OF SERVICE**

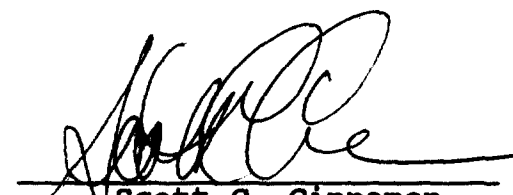
I, Scott C. Cinnamon, of Brown Nietert & Kaufman, Chartered, do hereby certify that I caused a copy of the foregoing "RESPONSE TO COMMENTS OF MASS MEDIA BUREAU" to be sent via first class U.S. mail this 23rd day of August, 1994 to each of the following:

Honorable Joseph A. Marino, Chairman\*  
The Review Board  
Federal Communications Commission  
2000 L Street, N.W.  
Washington, DC 20554

Honorable Marjorie Reed Greene\*  
The Review Board  
Federal Communications Commission  
2000 L Street, N.W.  
Washington, DC 20554

Allan Sacks, Chief of Law\*  
The Review Board  
Federal Communications Commission  
2000 L Street, N.W.  
Washington, DC 20554

Gary Schonman, Esq.\*\*  
Hearing Branch  
Federal Communications Commission  
2025 M Street, N.W., Room 7212  
Washington, DC 20554

  
\_\_\_\_\_  
Scott C. Cinnamon

\* - Via Hand Delivery

\*\* - Via FCC Mailroom

scc\svc.lst